

# CCTA UPDATE #3

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## Article G.21 Sick Leave

One of the contractual areas I tend to get the most questions about is our sick leave provision. The sick leave language that was originally negotiated thirty years ago is contradictory, and we have worked with the district to try to reach a sick leave model that stays true to the language but is not potentially costly to members who exhaust their sick banks.

Our language states that a sick leave allowance shall be credited to a teacher on a pro-rata to full time basis of one and a half days for each month of service to the Board for which payment is received from the Board. For a full time teacher, after ten months of work they shall be credited with 15 sick days. These days are carried over to subsequent years if they are not used, and are stored in a sick leave bank.

However, our language also states that teachers will be advanced fifteen days of sick leave pro-rated to their full time equivalent appointment, and teachers commencing employment during the year have the pro-rated portion of sick leave that would accrue to them for the balance of the year. The idea behind these days being advanced was to offer protection to new teachers who began the year with no sick leave in their bank and became ill early in the year. However, over time, more and more existing teachers find themselves with limited sick leave, and require the advanced days to cover illnesses early in the school year as well.

For teachers with a robust sick leave bank, these two sick day accrual mechanisms work just fine. However, members who have few or no days in their sick bank sometimes end up using days they have yet to earn, and can actually end up with a negative balance in their sick leave bank that isn't corrected until several more monthly additions of the day and half per month our language says we earn. The problem is exacerbated when members end up on leave, because they are no longer receiving pay from the Board, and therefore not earning their monthly day and a half of sick leave. For example, a member who works briefly and then uses their fifteen advanced sick days in September and then takes a leave and does not work again in the school year, has only earned one and a half of the sick days, and ends the year owing the Board for 13.5 days used but not earned. This is a very costly outcome.

Last year the CCTA and the district worked to find a balance between making sufficient days available to teachers with little sick leave without exposing them to the consequence of using more days than they will accrue over the year and then subsequently owe the district for. The result is that our September pay stub shows the fifteen days advanced to each full time teacher and added to our existing sick leave bank, but it also shows the sick days earned and therefore available for members to use. We have agreed that members can access 'unearned' sick days, but that the sick leave accounts will be reconciled in December and May, meaning that cost of days used that have yet to be earned, and have created a negative sick leave balance, will be deducted from December and May pay.

To potentially confuse things further, Human Resources is moving to a fully automated system, one aspect of which is that while the sick leave bank is activated in September and the days loaded into the system, they won't show up on your pay statement until October's month end statement. As a result, if a member is new or has no sick time carry over from last year, and sick days were used this month, their September pay will reflect a negative balance. For October month end they will see the newly added 15 days, pro-rated to their FTE, less any days that were taken in September and October.

Members with no sick leave bank available are protected by the BCTF Salary Indemnity Fund, which is a member-funded plan that provides salary, benefit and pension protection. I will describe the features of the BCTF Salary Indemnity Plan in a future Update. This sick leave process as described will remain in place for the current year, and the contract article will be reviewed by both parties in local bargaining scheduled for later this year. While we are unable to renegotiate the article because it is bargained at the Provincial level, we can try to find ways to streamline the process for members while still adhering to the requirements expressed in the original language.